53

Advertiser Ref

CONTRACT

1021 N. Wymore Rd. Winter Park, FL 32789 (407)645-2222

www.wesh.com

And:

to a real of the same will be the same **Great American Media** 1010 Wisconsin Avenue N W Suite 800 Washington, DC 20007

	Contract / Re	vision	Alt Order	#
	938257	1	07893347	
Product DSCC				
Contract Dates	Estimate #	7		
10/09/12 - 10/15/12	1505			
Advertiser			Original Date	/ Revision
Democratic Senatoria	l Campaign Com	mittee	10/05/12	/ 10/05/12
THE	Billing Cycle	Billing	Calendar	Cash/Trade
	EOM/EOC	Broad	cast	Cash
	Station	Accou	nt Executive	Sales Office
	WESH	Fran B	erg	Eagle-Washingt
	Special Hand	lling		
	Demographic	2		****
	Adults 35+			
	IDB#	Advert	iser Code	Product Code

49

8091

Agency Ref

		Spots/		
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	Type Spots	Amount
1 WESH 10/09/12 10/12/12 M-F Early Sunrise	5:00-6:00 AM	:30	NM 3	\$900.00
Class of Time - Pre-emptible with notice	5.			
Start Date End Date Weekdays Spots/Week Week: 10/08/12 10/14/12 -TWTF 3	<u>Rate</u> \$300.00			
2 WESH 10/15/12 10/15/12 M-F Early Sunrise	5:00-6:00 AM	:30	NM 2	\$700.00
Class of Time - Pre-emptible with notice				
Start Date End Date Weekdays Spots/Week Week: 10/15/12 10/21/12 M 2	<u>Rate</u> \$350.00			
3 WESH 10/09/12 10/12/12 M-F Sunrise @6AM	6:00-7:00 AM	:30	NM 4	\$4,400.00
Class of Time - Pre-emptible with notice	0.007.007.00	.50	14101	φ4,400.00
Start Date End Date Weekdays Spots/Week	Rate			
Week: 10/08/12	\$1,100.00			
4 WESH 10/09/12 10/12/12 NBC Today Show	7:00-9:00 AM	:30	NM 4	\$6,400.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week	Rate			
Week: 10/08/12 10/14/12 -TWTF 4	\$1,600.00			
5 WESH 10/15/12 10/15/12 NBC Today Show	7:00-9:00 AM	:30	NM 1	\$1,800.00
Class of Time - Pre-emptible with notice				
Start Date End Date Weekdays Spots/Week Week: 10/15/12 10/21/12 M 1	<u>Rate</u> \$1,800.00			
6 WESH 10/09/12 10/12/12 *Early Sunrise @4:30AM	430a-5am	:30	NM 2	\$250.00
Class of Time - Pre-emptible with notice			-	Ψ200.00
Start Date End Date Weekdays Spots/Week	Rate			
Week: 10/08/12 10/14/12 -TWTF 2	\$125.00			
7 WESH 10/13/12 10/14/12 sat/sun 5-6a ros	sat/sun 5-6a ros	:30	NM 1	\$100.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week	Rate		- 1	
Week: 10/08/12 10/14/12SS 1	\$100.00			
8 WESH 10/13/12 10/13/12 Sat Sunrise 6-8 AM	6:00-8:00 AM	:30	NM 1	\$400.00
Class of Time - Pre-emptible with notice				
Start Date End Date Weekdays Spots/Week	Rate		1	

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Contract / Revision Alt Order # 938257 07893347

Contract Dates Product Estimate # 10/09/12 - 10/15/12 DSCC 1505

Advertiser Original Date / Revision 10/05/12 / 10/05/12 **Democratic Senatorial Ca**

Snots/

					Sı	oots/			
*Line Ch Start I	Date End Da	ate Descriptio	n	Start/End Time	Days Length W	eek Rate	Type S	pots	Amount
Start Date Week: 10/08/12	End Date 10/14/12	Weekdays	Spots/Week 1	<u>Rate</u> \$400.00			33.5		
9 WESH 10/13/	12 10/13/1	2 NBC Saturo	day	Sat 8-10am	:30		NM	1	\$1,400.0
Class of Time Start Date Week: 10/08/12			Spots/Week	<u>Rate</u> \$1,400.00					,,,
10 WESH 10/14/	12 10/14/1	2 Sun Sunrise	e@6-8 AM	6:00-8:00 AM	:30		NM	1	\$400.0
Class of Time <u>Start Date</u> Week: 10/08/12			Spots/Week	<u>Rate</u> \$400.00					
11 WESH 10/14/	12 10/14/1	2 NBC Sunda	y Today	8:00-9:00 AM/9-11,	:30		NM	2	\$3,800.0
Class of Time <u>Start Date</u> Week: 10/08/12	- Pre-emptik End Date 10/14/12	ble with notice WeekdaysS	Spots/Week 2	<u>Rate</u> \$1,900.00					
12 WESH 10/09/			lly 9-10 AM	9:00-10:00 AM	:30		NM	6	\$4,800.0
	e - Pre-emptib End Date 10/14/12	ble with notice Weekdays -TWTF	Spots/Week 6	<u>Rate</u> \$800.00					
13 WESH 10/15/	12 10/15/1	2 Regis & Ke	lly 9-10 AM	9:00-10:00 AM	:30		NM	2	\$1,800.0
Class of Time Start Date Week: 10/15/12	- Pre-emptibe End Date 10/21/12	ole with notice Weekdays M	Spots/Week 2	<u>Rate</u> \$900.00					•
14 WESH 10/09/			Show II	10AM-11AM	:30		NM	6	\$4,200.0
Class of Time Start Date Week: 10/08/12	- Pre-emptib End Date 10/14/12	ble with notice Weekdays -TWTF	Spots/Week 6	<u>Rate</u> \$700.00					
15 WESH 10/15/	12 10/15/1	2 NBC Today	Show II	10AM-11AM	:30		NM	2	\$1,600.0
Class of Time Start Date Week: 10/15/12	- Pre-emptil End Date 10/21/12	ble with notice Weekdays M	Spots/Week 2	<u>Rate</u> \$800.00		e ale			
16 WESH 10/09/		2 NBC Today	Show III	11AM-12PM/10-11.	:30		NM	4	\$2,400.0
Class of Time <u>Start Date</u> Week: 10/08/12	e - Pre-emptib End Date 10/14/12	ble with notice Weekdays -TWTF	Spots/Week 4	<u>Rate</u> \$600.00					
17 WESH 10/09/	12 10/12/1	2 M-F NOON	NEWS 12-12:30	12:00-12:30 PM	:30		NM	4	\$2,400.0
Class of Time <u>Start Date</u> Week: 10/08/12	e - Pre-emptib End Date 10/14/12	ble with notice Weekdays -TWTF	Spots/Week 4	<u>Rate</u> \$600.00					
18 WESH 10/09/	12 10/12/1	2 KATIE COL	JRIC DAY	2-3PM	:30	Attaches	NM	4	\$2,000.0
Class of Time Start Date Week: 10/08/12	e - Pre-emptib End Date 10/14/12	ble with notice Weekdays -TWTF	Spots/Week 4	<u>Rate</u> \$500.00					
19 WESH 10/09/			1	3:00-4:00 PM	:30		NM	4	\$2,400.0
Class of Time Start Date Week: 10/08/12	e - Pre-emptib End Date 10/14/12	ble with notice Weekdays -TWTF	Spots/Week 4	<u>Rate</u> \$600.00					
20 WESH 10/09/ Class of Time		2 M-F 4-5 PN ble with notice	1 NEWS	M-F 4-5 PM	:30		NM	4	\$3,200.0
							_		

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Contract / Revision Alt Order# 938257 07893347 **Contract Dates** Product Estimate # 10/09/12 - 10/15/12 DSCC 1505

Advertiser Original Date / Revision 10/05/12 / 10/05/12 **Democratic Senatorial Ca**

Line	Ch Start Date	Date End Date	ate Description	Spots/Week	Start/End Time Rate	Days Le	Spotength Wee		TypeS	oots	Amount
	10/08/12	10/14/12	-TWTF	4	\$800.00						
			2 M-F 5-6 PM	ROT	5:00-6:00 PM		:30		NM	4	\$5,600.00
	Class of Time Start Date 10/08/12	- Pre-emptib End Date 10/14/12	le with notice Weekdays -TWTF	Spots/Week 4	<u>Rate</u> \$1,400.00						
22 V	WESH 10/09/	12 10/12/1:	2 M-F 6-6:30 I	PM	M-F 6-6:30 PM		:30		NM	4	\$8,000.00
	Class of Time Start Date 10/08/12	- Pre-emptib End Date 10/14/12	le with notice <u>Weekdays</u> -TWTF	Spots/Week 4	<u>Rate</u> \$2,000.00						
23 V	VESH 10/13/	12 10/13/1:	2 SA/SU 6-6:3	80 PM	SA/SU 5:58-6:30 P		:30		NM	0	\$0.00
(Week:	Class of Time Start Date 10/08/12	- Pre-emptib	le with notice WeekdaysS-	Spots/Week 2	Rate \$1,450.00					ŭ	ψο.σο
	1 WESH 10/		Description 12 SA/SU 6-6: 32.5		Start/End Time SA/SU 5:58-6:30 I		<u>Length</u> - :30	Rate \$1,450.00	<u>Type</u> NM		
2	2 WESH 10/		12 SA/SU 6-6:	30 PM	SA/SU 5:58-6:30 I	Sa-	- :30	\$1,450.00	NM		
24 V	VESH 10/14/	12 10/14/12	2 SA/SU 6-6:3	80 PM	SA/SU 5:58-6:30 P		:30		NM	1	\$1,400.00
	Class of Time Start Date 10/08/12		le with notice WeekdaysS	Spots/Week 1	<u>Rate</u> \$1,400.00						-
25 V	VESH 10/09/	12 10/12/12	2 M-F Enterta	inment Tonight	7:00-730 PM		:30		NM	4	\$6,400.00
	Class of Time Start Date 10/08/12	- Pre-emptib End Date 10/14/12	le with notice Weekdays -TWTF	Spots/Week 4	<u>Rate</u> \$1,600.00						7-1, 1-2-1-3
26 V	VESH 10/15/	10/15/12	2 M-F Enterta	inment Tonight	7:00-730 PM		:30		NM	1	\$1,800.00
Veek:	Class of Time Start Date 10/15/12	- Pre-emptib End Date 10/21/12	le with notice Weekdays M	Spots/Week 1	<u>Rate</u> \$1,800.00			N 1			, p. 25.
				inment this Wee	k7:00-8:00 PM		:30		NM	1	\$900.00
	Class of Time Start Date 10/08/12		le with notice Weekdays S-	Spots/Week 1	<u>Rate</u> \$900.00						
			2 Mon NBC P	rime VOICE	Prime Other		:30		NM	1	\$9,000.00
	Class of Time Start Date 10/15/12	End Date	le with notice <u>Weekdays</u> M	Spots/Week 1	<u>Rate</u> \$9,000.00						
29 V	VESH 10/09/1	2 10/09/12	2 NBC Prime	VOICE	8:00-9:00 PM		:30	The state of the s	NM	1	\$8,000.00
	Class of Time Start Date 10/08/12	- Pre-emptible End Date 10/14/12	le with notice Weekdays -T	Spots/Week 1	<u>Rate</u> \$8,000.00						** ** 0.0 3 ** ** ** ** ** ** ** ** ** ** ** ** *
30 V	VESH 10/09/1	2 10/09/12	NBC Prime	PARENTHOOD	10:00-11:00 PM		:30		NM	1	\$5,500.00
	Class of Time Start Date 10/08/12			Spots/Week 1	Rate \$5,500.00					-	, =
31 V	VESH 10/10/1	2 10/10/12	NBC Prime	L&O SVU	9:00-10:00 PM		:30		NM	1	\$3,500.00
-	Class of Time		le with notice				5(5)(5)			5. 8 5	Ψ0,000.00

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| Contract / Revision | Alt Order # | 07893347 |

 Contract Dates
 Product
 Estimate #

 10/09/12 - 10/15/12
 DSCC
 1505

 Advertiser
 Original Date / Revision

 Democratic Senatorial Ca
 10/05/12 / 10/05/12

Spots/

Line Ch Start	Date End Da	ate Description		Start/End Time	Days Le	Spo ngth We		Туре	Spots	Amoun
Start Date Week: 10/08/12	End Date 10/14/12	Weekdays W	Spots/Week 1	<u>Rate</u> \$3,500.00	HE WI					
32 WESH 10/11	/12 10/11/1	2 NBC Prime	OFFICE/30 RO	Cl9:00-10:00 PM		:30	H	NM	4	\$7,400.0
		ole with notice	01-00/1	5.						
Start Date Week: 10/08/12	End Date 10/14/12	Weekdays	Spots/Week 1	<u>Rate</u> \$4,500.00						
Spot Ch Da	ate Range	Description		Start/End Time	Weekdays	Length	Rate	Type		
			OFFICE/30 RC	OCI9:00-10:00 PM	Th		\$4,500.00	NM		
	2.2,32.3,32.4,	.32.5 12 NBC Prime	ODINANA.	0.00 40 00 004	_					
		12 NBC Prime	GRIIVIIVI	9:00-10:00 PM	F	- :30	\$4,000.00	NM		
)/13/12-10/13/	12 Notre Dame	Football	5:00A-4 XM	Sa-	- :30	\$1,200.00	NM		
MG for 23										
_)/13/12-10/13/	12 NBC Prime	DATELINE	8:00-9:00 PM	Sa-	- :30	\$1,200.00	NM		
MG for 23 5 WESH 10	.2,23.1,32.1)/09/12-10/12/	12 M-F 4-5 PM	INEWS	M-F 4-5 PM	-TuWThF	- :30	\$1,000.00	NM		
⊕ MG for 23			, , L , , o	W 1 4 0 1 W	T CHITTIN	.50	ψ1,000.00	14141		
33 WESH 10/13	/12 10/13/1	2 NBC Prime	L&O	9:00-10:00 PM		:30		NM	1	\$1,400.
Class of Time	e - Pre-emptib	ole with notice								•
Start Date Week: 10/08/12	End Date 10/14/12	Weekdays	Spots/Week 1	Rate						
				\$1,400.00						
34 WESH 10/09		2 M-Su News	@ 11PM	11-1135p		:30		NM	3	\$5,400.
Start Date	End Date	Weekdays	Spots/Week	Rate						
Week: 10/08/12	10/14/12	-TWTFS-	3	\$1,800.00	ir.					
35 WESH 10/09	/12 10/12/1	2 NBC Tonigh	t Show	11:35P-12:35XM		:30		NM	4	\$3,000.
		ole with notice								
Start Date Week: 10/08/12	End Date 10/14/12	<u>Weekdays</u> -TWTF	Spots/Week 4	<u>Rate</u> \$750.00						
36 WESH 10/09	/12 10/12/1	2 Late Night w	/Jimmy Fallon	12:35-1:35XM		:30	NEW PROPERTY OF THE PERSON	NM	2	\$600.
		ole with notice		12.00 1.00/111		.00		14141	2	Ψ000.
Start Date	End Date	Weekdays	Spots/Week	Rate						
Week: 10/08/12	10/14/12	-TWTF	2	\$300.00						
37 WESH 10/09			Lives	1:00-2:00 PM		:30		NM	3	\$2,100.
Class of Time Start Date	e - Pre-emptib End Date	ole with notice Weekdays	Spots/Week	Rate						
Week: 10/08/12	10/14/12	-TWTF	3	\$700.00						
38 WESH 10/09	/12 10/12/1	2 M-F Access	Hollywood	Access Hollywood	41.0	:30	960000000000000000000000000000000000000	NM	4	\$6,400.
Class of Time		ole with notice							·	ψο, του.
	End Date	Weekdays	Spots/Week	Rate						
Week: 10/08/12	10/14/12	-TWTF	4	\$1,600.00		9.80				
39 WESH 10/12						:30		NM	1	\$2,000
Start Date		ole with notice Weekdays	Spots/Week	Rate						
Week: 10/08/12	10/14/12	F	1	\$2,000.00						
	ate Range	Description		Start/End Time	<u>Weekdays</u>	Length	<u>Rate</u>	<u>Type</u>		
		12 NBC Prime	WHITNEY/CO	MN 8:00-9:00 PM	F	:30	\$2,000.00	NM		
See MG 3		12 NBC Prime	GRIMM	8:00-9:00 PM	F		\$2,000,00	AILA		
Z VVLOIT IC	.1 10/12 .1 10/12	12 NOO FIIIIR	CIVIIVIIVI	0.00-9.00 PIVI		:30	\$2,000.00	NM		

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WESH 1021 N. Wymore Rd. Winter Park, FL 32789 (407)645-2222

www.wesh.com

Contract / Revision Alt Order # 07893347 938257 Contract Dates **Product** Estimate # 10/09/12 - 10/15/12 DSCC 1505 <u>Advertiser</u> Original Date / Revision 10/05/12 / 10/05/12

*Line	Ch	Start Date End Date Description	Start/End Time	Davs	Spots/ Length Week Rate	Type Spots	Amount
	AULKO			- Dayo			
					Totals	99	\$123 750 00

Democratic Senatorial Ca

Time Period	# of Spots	Gross Amount	Net Amount		
10/01/12 -10/15/12	99	\$123,750.00	\$105,187.50		
Totals	99	\$123,750.00	\$105,187.50		

Signature:	Date:

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TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

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TERMINATION

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- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

3. OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

6. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

9. GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

lace hereor.

- (b) The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commercial connection with broadcasts except after its prior approval.
- (c) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]